

**JOINT POWERS AGREEMENT BY THE REGENTS OF NORTHERN NEW MEXICO
COMMUNITY COLLEGE, RIO ARRIBA COUNTY, AND THE EL RITO ACEQUIA
ASSOCIATION FOR ESTABLISHING AN EL RITO COMMUNITY CENTER**

The following three political subdivisions of the State of New Mexico enter into this joint powers agreement (“agreement”) for the purpose of building and operating a publicly accessible community center for the benefit of the students of Northern New Mexico Community College and the residents of El Rito and Rio Arriba County:

1. The Regents of Northern New Mexico Community College (“Northern”) direct and manage the College as a constitutionally established state educational institution with a campus at El Rito in Rio Arriba County.
2. Rio Arriba County (“the County”) is a political subdivision of the State of New Mexico which sought and received a legislative appropriation for the building of a community center in El Rito.
3. The El Rito Acequia Association (“the Association”) is a political subdivision of the State of New Mexico, pursuant to NMSA 1978, Section 73-2-8, which has broad based representation within the El Rito area and which seeks to join in operating a community center for El Rito area citizens.

The above parties to this agreement seek to work together for the construction and operation of a community center on land owned by Northern at its El Rito campus. The County will use its legislative funds appropriated for construction and furnishing of the community center at El Rito on land owned by Northern.

The parties agree as follows:

1. **Advisory Board** The advisory body for the community center shall be known as “the El Rito Community Center Board” (“the Board”) and shall be comprised of seven members, two each appointed by Northern and the County, and two by the El Rito Acequia Association and one by El Rito Water Users’ Association. The Board shall be established within 60 days of the date of the last party’s signing of this agreement. The Board shall establish policies and by-laws that

reflect its advisory role to Northern, as well as the public funding, accountability and oversight appropriate for such a community center.

2. **Fiscal Agent** Northern agrees to serve as the fiscal agent for the community center with regard to funds paid to or disbursed for the operation of the community center. The fiscal agent shall comply with the procurement code and the statutory and regulatory requirements for accounting for public funds in New Mexico.

3. **The Land** Northern agrees that the building described in this Agreement shall be built on the campus at El Rito at the location described in Exhibit A to this Agreement. No easement is implied or granted by Northern.

4. **The Building** The County shall at its own cost erect upon the premises at the College described in part 3, a facility designed for community use and measuring 5000 square feet, more or less, and in accordance with the plans and specifications of the county architect, and approved by the parties to this Agreement. The County shall secure performance and payment bonds for such construction in amounts satisfactory to Northern and in accordance with New Mexico law. The county will own the building for the first two years after substantial completion.

Subject to available funding, this community building and facility of 5000 square feet may be built in phases by the County of Rio Arriba without having to request written consent from Northern or the El Rito Acequia Association.

5. **Required Approvals** In addition to approval by the parties, final authority to construct the building on Northern's land is subject to the approval by the Commission on Higher Education and the State Board of Finance and if the approvals are not received or if the County fails to secure funding for the project, this Agreement shall be null and void.

6. **Term and Transfer of Ownership** The County shall have and hold the premises for two years beginning from the date of beneficial occupancy, but beginning no later than 90 days after substantial completion. After two years of occupancy, the County will transfer ownership of the premises to Northern. The term of this Agreement shall be for 30 years unless Northern gives notice to the other parties to this Agreement that the premises are no longer actively used as a community center. The County and the Association may, within 90 days of receipt of this notice, challenge Northern's assertion that the premises are no longer actively used as a community center and the matter shall be decided by an arbitrator unanimously designated by the parties, or by the presiding judge of the First Judicial District if the parties cannot agree upon an arbitrator. If the County and the Association do not challenge Northern's assertion, this Agreement shall terminate 90 days after the County and the Association receives the above notice.

7. **Dispute Resolution by Arbitration** If the parties to this Agreement have any dispute that cannot be resolved by mutual cooperation, the dispute shall be resolved by each party to the dispute agreeing upon the single arbitrator who will resolve the matter. The arbitrator selected shall have authority to find that the dispute regards a breach that is significant enough to terminate this agreement.

8. **Operation of the Community Center** Northern shall operate the Community Center with the advice of the Advisory Board and shall be reimbursed for its costs by receipt of "indirect costs" from grant monies received to operate the community center. The College shall insure the physical premises for the same amounts required by law for all public buildings and in the event of partial or complete destruction of the premises, any insurance proceeds received by Northern, shall be made available for repair or reconstruction of the community center after consultation with the Board. The Board, the County, and the College shall collaborate on

applying for grants that can be used to operate the Community Center. No alcohol will be served or consumed at the Community Center.

9. **Alterations** No alteration shall be made to the external elevation or architectural design of the building on the premises without the written concurrence of Northern. New buildings shall also be considered as alterations needing approval by Northern.

10. **Assignments** The parties may not assign or transfer their obligations under this Agreement without the consent of the other parties.

11. **Complete Agreement** This agreement encompasses resolution of all issues relating to this lease. All other discussions or agreements regarding the building, operation and maintenance of this community/recreation center are merged within this document. This agreement shall not be altered except by written consent of all parties.

12. **Provisions Severable** In the event that any portion of this lease is found to be invalid, the remaining portions of the lease and agreements shall remain intact and binding upon the parties if the overall purpose of this Agreement can still be achieved..

13. **Choice of Law and Jurisdiction** Any disputes related to this Agreement shall be determined under New Mexico law. The parties to this agreement concur that they shall not be subject to legal action arising in courts outside of New Mexico for issues arising out of this Agreement.

14. **Liberal Interpretation** This agreement should be liberally interpreted to further the goal of creating a community/recreation center at RAC expense on NNMCC property for the benefit of the community for the term of the land lease.

The parties signing below for their respective entities affirmatively state that they have actual authority to enter into this agreement.

Board of Regents of Northern New Mexico Community College

By: Michael F. Branch
It's President

Date 8/12/04

Rio Arriba County

By: Eliobor Rio
It's Commissioner (Chairman)

Date 9/14/04

El Rito Acequia Association

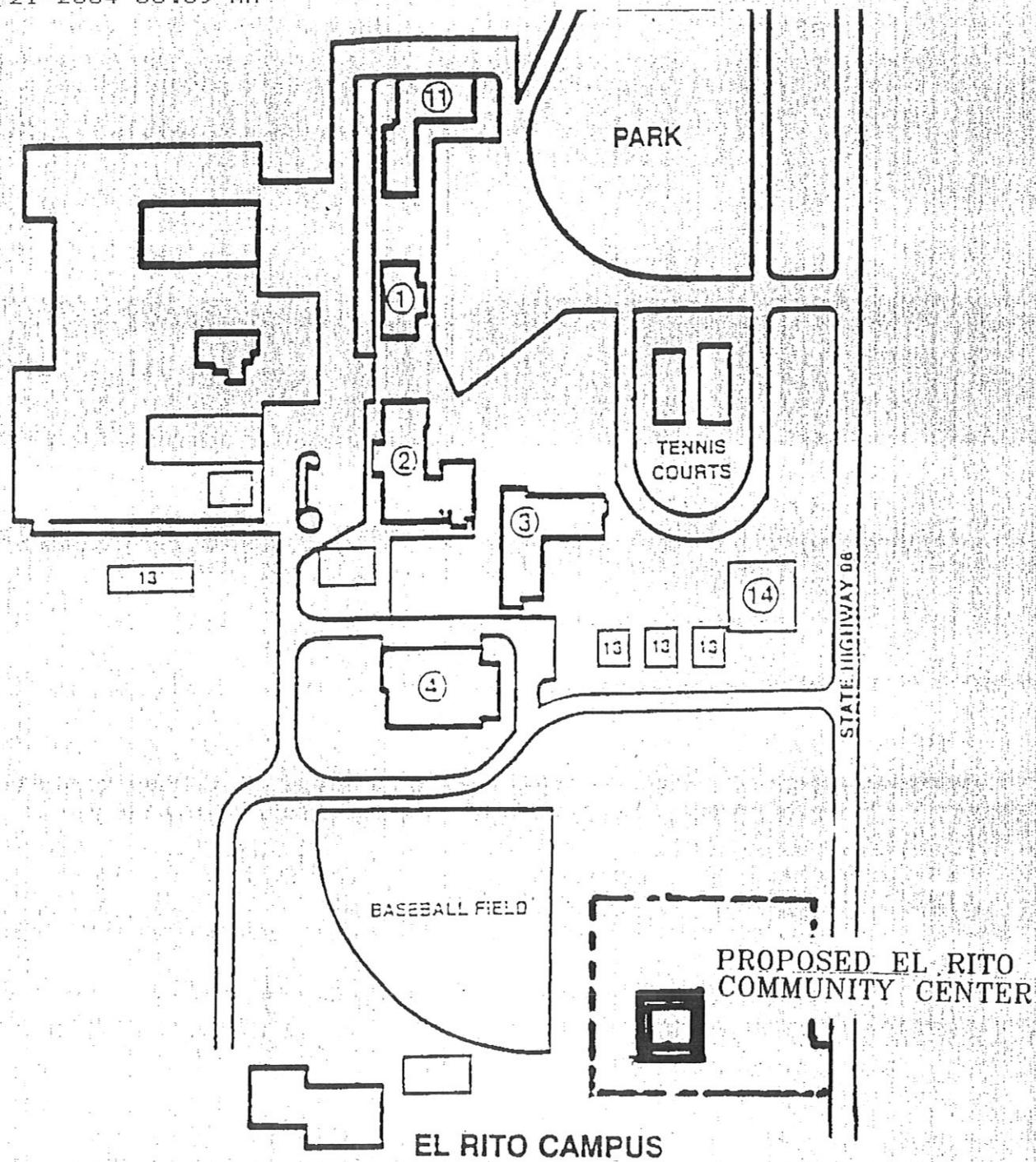
By: Jake on. Kisp
It's President

Date 9-10-04

El Rito Regional Mutual Domestic Water Association

BY: Quaytia Garcia
It's President

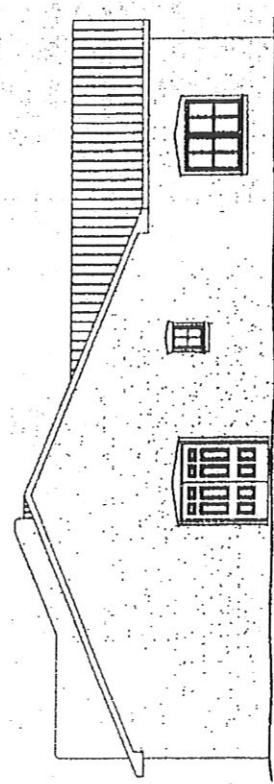
Date: 9/10/04



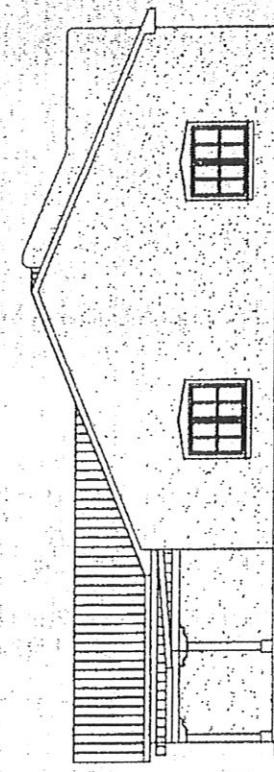
NORTHERN
NEW MEXICO
COMMUNITY
COLLEGE

- #1 ADMINISTRATION BUILDING (AD)
- #2 SOUTH DORMITORY CAFETERIA/CUTTING HALL
- #3 JARAMILLO HALL (JAR)
- #4 GRANT GYMNASIUM (GYM)
- #5 CONSTRUCTION TRADES
- #8 AUTO MECHANIC (AUMC)
- #9 MAINTENANCE BUILDING
- #10 CLASSROOM
- #11 NORTH DORMITORY
- #12 MAINTENANCE DEPARTMENT
- #13 RESIDENCE
- #14 PRESIDENT'S RESIDENCE

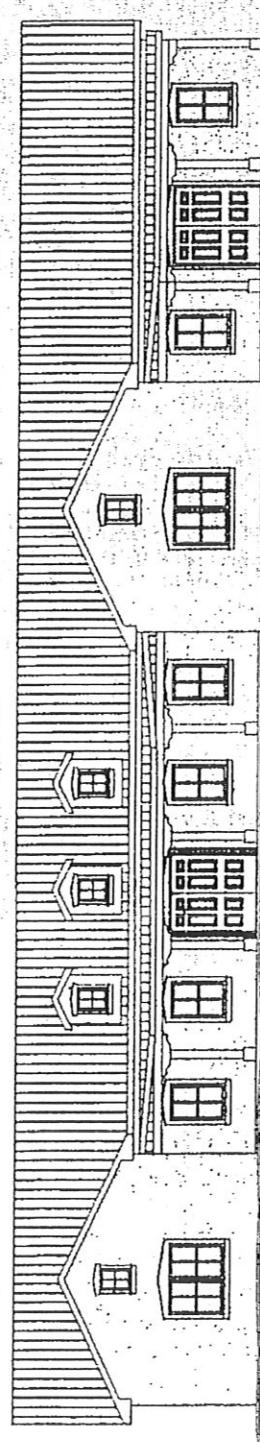
PROPOSED EL RITO
COMMUNITY CENTER ON THE NNMCC CAMPUS



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION

T♦E♦C♦A
ARCHITECTS
ESPAÑOLA, NEW MEXICO

